Exhibit A

Filed 07/02/2007

Mediation Settlement Agreement

This Agreement entered into this the 24th day of May 2007 by the undersigned parties. It is agreed:

- 1. John Walker will surrender his shares in U.S. Beverage, Inc and will resign as an officer of the corporation.
- 2. John Walker will assign his interest in GBD, LLC to the LLC in order to relinquish any interest in the LLC or the building it owns.
- 3. Grady Kittrell and Thomas Clark agree to use reasonable efforts to have John Walker released as a guarantor of the SBA loan to U.S. Beverage and to refinance its indebtedness to SBA. John Walker agrees to provide all reasonable cooperation as may be necessary in connection with the release or the refinancing.
- 4. Grady Kittrell and Thomas Clark agree to indemnity and hold harmless John Walker from any debts of U.S. Beverage and of GBD, LLC, including without limitation credit card debt of Tropical Perfections, Inc.
- 5. John Walker agrees not to use proprietary information obtained from or concerning U.S. Beverage, and he agrees to delete from his computer all information in Ouick Books pertaining to U.S. Beverage.
- 6. John Walker agrees not to hold himself out as having any ownership of or relationship with U.S. Beverage.
- 7. U. S. Beverage, Grady Kittrell and Thomas Clark agree to quit claim and assign to Trident Marketing, Inc., a Georgia Corporation, any and all interest they may have to the trademark "juice alive", Reg. No. 3,027,833, Registered December 13, 2005.
- 8. John Walker agrees to enter into a non-compete agreement with U.S. Beverage not to compete with U.S. Beverage within the state of Alabama, or within Mississippi within 200 miles from the offices of U.S. Beverage in Montgomery, or in Tennessee in any county west of I65 or in any part of any county east of I65 through which I65 passes. The non-compete obligations shall cease with respect to the Mississippi portion on May 24, 2008, with respect to the west Tennessee portion on August 1, 2008, and with respect to Alabama on May 24, 2009.
- 9. In the event of any future litigation between or among the parties, the parties select the forum to be the U.S.D.C. for the Middle District of Alabama, Northern Division, and if subject matter does not exist, then the Circuit Court of Montgomery County, Alabama.

- 10. Each party hereto agrees to enter into a standard non-disparagement agreement not to disparage any other party hereto for any matter heretofore occurring.
- 11. The parties agree to dismiss the lawsuit (CV 2:06-cv-496 MEF) with prejudice, each party to pay its or his own cost, and to execute mutual releases.
- 12. The parties will execute all documents to consummate the agreement within 30 days from this date.
- 13. It is agreed this is a binding agreement.

Dated: May 24, 2007.

John Buster Walker

Grady Kittrell

Thomas Clark

U. S. Beverage, Inc.

Its President

Trident Marketing, Inc.

Its President